

THE U.S. GENERAL SERVICES ADMINISTRATION INVITES YOU TO PARTICIPATE
IN A SEALED BID LAND SALE

HURLEY RANCH

1.49 +/- acres Phoenix, Arizona

This sale consists of a strip of land that is 20 feet wide by 3,200 feet long

Sealed Bid Sale

Bids will open on March 30, 2005

Minimum bid: \$115,000

Bid deposit required: 10 % of bid

Submit Sealed Bid & Deposit to:

U.S. General Services Administration
Office of Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-3434
Attn: Angela La Monica, Realty Officer

For More Sales Information

Angela La Monica, Realty Officer
1-888-472-5263 (GSA-LAND), ext. 3430
E-mail: angela.lamonica@gsa.gov

Visit the Property Disposal Webpage

<http://propertydisposal.gsa.gov>

To view and download Property sales
information click on the state of Arizona

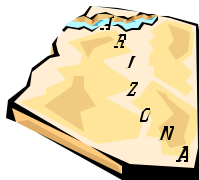


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PROPERTY DESCRIPTION

1. LOCATION

The Property is located in the northwest portion of the Phoenix metropolitan area, within the City of Phoenix. The Property is located south of Lower Buckeye Road, east and adjacent to 91st Avenue, intersecting 91st Avenue on the south end.

2. DESCRIPTION

The Property is an unimproved 1.49 +/- acres parcel. It is a 20 feet wide strip that extends south from Lower Buckeye Road, a distance of approximately 3,200 feet, then jogs west to intersect 91st Avenue. It is approximately 100 feet east of 91st Avenue, at the north end. **See site map on the inside front cover of this brochure.**

3. DIRECTIONS

From downtown Phoenix merge onto I-10 W for approximately 10 miles. Take the 91st Ave. exit towards Tolleson. Turn left onto 91st Ave. **See location map on the inside front cover of this brochure.**

4. LEGAL DESCRIPTION

That part of that certain ditch, known as sub-lateral of Lateral 22 of the Salt River Valley Canal as described in Quit Claim Deed, recorded in Book 138 of Deeds, Page 183, Maricopa County Records located in the West Half of Section 22, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

Containing 64,910 square feet or 1.4901 Acres, more or less.

See plat map on the inside back cover of this brochure.

5. ACCESS

The Property has improved street access along both Lower Buckeye Road, and 91st Avenue.

6. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) Any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.
- b) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

7. UTILITIES

Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact the utility providers below for information on the availability of utilities. The site does not currently have access to any utilities.

Electricity: SRP
(602) 236-8888

Telephone: Qwest
(800) 244-1111

Water/Sewer: City of Phoenix
(602) 262-6251

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Instructions to Bidders and Special Terms of Sale, and any provisions of the Bid For Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

2. DESCRIPTION PROVIDED IN IFB

The description of the property set forth in the IFB and any other information provided therein with respect to said property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening. The Property is vacant and is available for inspection at any time without a General Services Administration representative.

4. CONDITION OF PROPERTY

The property is offered for sale and will be sold **"AS IS"** and **"WHERE IS"** without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and NO claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening.

5. NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

a) Based on a complete search of agency files, in accordance with regulations issued by the U.S. Environmental Protection Act at 40 CFR, Part 373, it has determined that there is no evidence to indicate that hazardous substance activity took place on the property.

b) A hazardous substance covenant will be included in the conveyance document.

6. ZONING

The subject property is located within the City of Phoenix, Arizona and zoned a combination C-1 commercial and R1-6 and R1-8 residential zoning.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sale agreement.

For more information, please contact the City of Phoenix:

Zoning Department
(602) 262-7131
<http://phoenix.gov>

7. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 days.

If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

8. TAXES AND CLOSING COSTS

As of the date of conveyance of the property, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees shall be borne solely by the successful bidder.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government ("Seller") and a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any title evidence which may be desired by the successful bidder will be procured by him/her at his/her sole cost and expense. The Government will, however, cooperate with the successful bidder or his/her authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

12. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date, said date to be not later than thirty (30) calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to

the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

The Government does not mandate use of a particular title company. However, the successful bidder may, and is encouraged to, open an escrow account with a local title company.

14. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

15. CONTRACT

The Invitation for Bid, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government. Any assignment transaction without such consent shall be void.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA at the following address:

GSA Office of Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102-3434
Attn: Clark Van Epps, Director

17. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. General Services Administration employees are prohibited from bidding on the property

INSTRUCTIONS TO BIDDER AND SPECIAL TERMS OF SALE

1. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. No government credit terms are available. We have no information on the availability of private financing or on the suitability of this property for financing. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. **MINIMUM BID FOR THIS PROPERTY IS \$115,000.**

2. TYPE OF SALE

- a) This will be a sealed bid sale. Bids **MUST** be on the Bid Form accompanying this IFB, and all information and certifications called for thereon **MUST** be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the IFB, bids may be modified or withdrawn by telegram prior to the time fixed in this IFB for the opening of bids.
- b) Bids shall be filled out legibly with all erasures, strike-overs, and corrections initialed by the person signing the bid and the bid must be manually signed.
- c) Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d) In submitting a bid, only return the Bid Form and bid deposit. Retain all other documents, including one copy of the Bid Form for your records.

3. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this IFB.

The followings must be shown in the *upper left corner of the bid envelope*:

- (1) The name and address of the bidder
- (2) Invitation for bid number 9PR-2005-197
- (3) Date and hour of bid opening

The phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

4. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS

- a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will **NOT** be considered unless it is received before award is made and either:
 - (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
 - (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish:
 - (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed,

stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

- d) Notwithstanding a) and b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- e) Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

5. BID DEPOSIT

Each bid must be accompanied by a bid deposit equal to 10% in the form of a cashier's check, certified check, or postal money order. Send your bid and deposit to:

**U.S. General Services Administration,
Property Disposal Division (9PR),
450 Golden Gate Ave., 4th Floor East,
San Francisco, CA 94102-3434,
Attention: Angela La Monica**

- a) Please make your check or money order payable to: "United States of America or (insert your name)." Making the check payable to both parties will make it easier for you to negotiate the instrument if and when your bid deposit is returned to you.
- b) Failure to provide such a bid deposit shall require rejection of your bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the

purchase price is payable within 30 calendar days after award.

- c) Appropriate bid deposits accompanying bids that are rejected will be returned to bidders without interest.
- d) Bid deposits received from the two highest bidders will be held until the property is sold. All other bid deposits will be returned within a week after the bid opening date.

6. BACKUP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second-highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until close of escrow, and will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

7. BIDDING IN GENERAL

- a) Bids will be opened on Wednesday March 30, 2005 at 2:00 PM PST. Any bids received prior to March 30, 2005, will be deemed to have been received on March 30, 2005.
- b) Bids with proper deposit may be delivered to our office either in person, by U.S. Mail, or by private delivery services.
- c) Bids must be submitted without contingencies.
- d) Award will be made that is in the best interest of the Government.
- e) The Government reserves the right to reject any and all bids at any time for any reason. Frivolous bids will not be considered.

8. BID EXECUTED ON BEHALF OF BIDDER

- a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.
- b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, at its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

9. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

10. ACCEPTABLE BID

A bid received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal

in all respects, the selection will be made by a drawing by lot limited to such equal bids.

11. BID ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

12. BID OPENING

It shall be the duty of each bidder to see that his bid is delivered within the time and at the place prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal, received after the time fixed in this IFB the opening of bids will be considered except as provided under Paragraph 4 above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

13. ADDITIONAL INFORMATION

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions and requirements contained in this IFB.

BID FOR PURCHASE OF GOVERNMENT PROPERTY

Hurley Ranch-Phoenix, Arizona

Submit to:

U.S General Services Administration
Attn: Angela La Monica, Realty Officer
Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within sixty (60) calendar days after the date of receipt. This Bid for Purchase of Government Property is made subject to the provisions of Invitation for Bids No. **9PR-2005-197**, including its Property Description, General Terms of Sale, Instructions to Bidders and Special Terms of Sale, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

Bid Amount: \$_____ (minimum bid \$115,000)

Bid amount spelled out: _____

Bid Deposit: \$_____ (Must be 10% of bid)

In the event this bid is accepted, the instrument of conveyance should name the following as grantee(s):

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse if applicable.

BIDDER REPRESENTS that he/she operates as (*check one box*):

- ☐ An individual
- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

Please complete the following (type or print):

Name: _____

Address: _____

City/State/Zip: _____

Telephone :_(____) _____ Fax :_(____) _____ e-mail: _____

Signature: _____ Date: _____

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____
(*Secretary or other Official Title*)
of the Corporation named as bidder herein; that _____,
(*Name of Authorized Representative*)
who signed this Bid For Purchase of Government Property on behalf of the bidder was
then _____ of said Corporation that said bid was duly signed
(*Official Title*)
for and on behalf of said Corporation by authority of its governing body and is within the
scope of its corporate powers.

Signature of Certifying Officer:

(Corporate Seal Here)



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